

LDWST
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10/22/09
FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

FULBRIGHT TOWER
1301 MCKINNEY, SUITE 5100
HOUSTON, TEXAS 77010-3095
WWW.FULBRIGHT.COM

OCT 28 2009

Environmental
Cleanup Office

PSARAHAN@FULBRIGHT.COM
DIRECT DIAL: (713) 651-5493

TELEPHONE: (713) 651-5151
FACSIMILE: (713) 651-5246

October 22, 2009

**VIA CERTIFIED MAIL, R/R/R
AND ELECTRONIC MAIL**

Ms. Claire Hong, Remedial Project Manager
United States Environmental Protection Agency, Region 10
Environmental Cleanup Office, ECL-111
1200 Sixth Avenue, Suite 900
Seattle, WA 98101

Re: USF Reddaway, Inc.'s Response to EPA's Request for Information Pursuant to
Section 104(e) of CERCLA for the Lower Duwamish Waterway Superfund Site,
Seattle, Washington

Dear Ms. Hong:

This letter is on behalf of our client, USF Reddaway, Inc. ("USF"), in response to a letter it received on or about July 24, 2009, from United States Environmental Protection Agency, Region 10 ("Region 10"). In the letter, Region 10 requested information pursuant to Section 104(e) of CERCLA for the Lower Duwamish Waterway Superfund Site, Seattle, Washington (the "Request for Information"). Region 10 requested that USF respond to the request within 60 days of its receipt of the letter.

In response to a request from USF, dated September 16, 2009, EPA granted an extension of USF's deadline to respond to October 22, 2009. USF appreciates your assistance in this regard.

As set forth in further detail in USF's Response, attached hereto, there is no evidence of any release associated with the minimal activities USF has conducted at a small portion of the site that is the subject of EPA's Request for Information. USF has used a very small portion of the site for the parking of its trailers and converter dollies since February 2005. No equipment is left at the site overnight. A trailer and a converter dolly are only left at the site while the tractor driver delivers a second trailer to a location within the city. The trailer and converter dolly typically remain at the site for a maximum of six to eight hours. At the end of each day, the trailers and converter dolly are picked up and returned to USF's terminal in Kent, Washington. USF is not aware of any release associated with its activities at the site and USF has not conducted any other business activity at or within one-half mile of the site. USF respectfully

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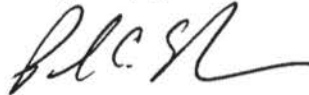
AUSTIN • BEIJING • DALLAS • DENVER • DUBAI • HONG KONG • HOUSTON • LONDON • LOS ANGELES • MINNEAPOLIS
MUNICH • NEW YORK • RIYADH • SAN ANTONIO • ST. LOUIS • WASHINGTON DC

Ms. Claire Hong, Remedial Project Manager
October 22, 2009
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requests that EPA remove USF from its list of potentially responsible parties with respect to the Lower Duwamish Waterway Superfund Site.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "P.C. Sarahan", with a stylized flourish at the end.

Paul C. Sarahan

PCS/jnb

**USF Reddaway, Inc.'s Response to EPA's Request for Information Pursuant to
Section 104(e) of CERCLA for the Lower Duwamish Waterway
Superfund Site, Seattle, Washington**

October 22, 2009

USF Reddaway, Inc. provides the following responses to EPA's Request for Information Pursuant to Section 104(e) of CERCLA for the Lower Duwamish Waterway Superfund Site, Seattle, Washington. USF Reddaway, Inc. respectfully objects to the Request for Information to the extent that any of the requests seek documents and information that are privileged by the attorney-client privilege, the party communication privilege, the joint defense privilege, the consulting expert exemption, the attorney work product privilege or the work product privilege. USF Reddaway, Inc. further objects to any of the requests that seek the production of documents or information that are in the public domain as to which the burden of obtaining or deriving the documents or information sought is substantially the same for the EPA as for USF Reddaway, Inc. USF Reddaway, Inc. additionally objects to any of the definitions or instructions to the extent they purport to define specific terms in a manner inconsistent with their customary definitions.

Subject to, and without waiving these objections, enclosed please find USF Reddaway, Inc.'s responses to EPA's Request for Information. USF Reddaway, Inc. reserves the right to supplement or amend its responses to EPA's Request for Information if additional information or documents are subsequently discovered.

1. Respondent Information

- a. Provide the full legal name and mailing address of the Respondent.

Response:

USF Reddaway Inc.
P. O. Box 1035
Clackamas, OR 97015

- b. For each person answering these questions on behalf of Respondent, provide:
- i. full name;
 - ii. title;
 - iii. business address; and
 - iv. business telephone number and FAX machine number.

Response:

Douglas A. Hotzel
Environmental Project Coordinator
YRC North American Transportation
10990 Roe Avenue
Overland Park, KS 66211
Office: (913) 344-5622
Fax: (913) 234-8935

c. If respondent wishes to designate an individual for all future correspondence concerning this Site, please indicate here by providing that individual's name, address, telephone number, and fax number.

Response:

Douglas A. Hotzel
Environmental Project Coordinator
YRC North American Transportation
10990 Roe Avenue
Overland Park, KS 66211
Office: (913) 344-5622
Fax: (913) 234-8935

with a copy to:

Paul C. Sarahan
Fulbright & Jaworski L.L.P.
1301 McKinney, Suite 5100
Houston, TX 77010
Office: (713) 651-5493
Fax: (713) 651-5246

d. State the dates during which Respondent held any property interests at or within one-half mile of the Site.

Response:

USF Reddaway, Inc. entered into a lease agreement with Boyer Logistics, Inc. on April 23, 2008 (the "Lease Agreement") for the use of six parking spots in the parking area at the Site. The Lease Agreement is enclosed herein as Attachment 1. These six parking spots represent a very small portion of the Site. In addition to USF Reddaway, Inc., several other companies have used and continue to use the property for parking.

Prior to the Lease Agreement, USF Reddaway, Inc. had an oral agreement with Boyer Logistics for the use of a very small portion of the Site for the parking of

USF Reddaway, Inc.'s trailers and converter dollies (the "Oral Agreement"). This agreement began in February 2005. The Oral Agreement addressed the same portion of the Site that is addressed in the Lease Agreement.

e. State the dates during which Respondent conducted any business activity at or within one-half mile of the Site.

Response:

USF Reddaway, Inc. has used a very small portion of the Site for the parking of its trailers and converter dollies since February 2005. It has not conducted any other business activity at or within one-half mile of the Site.

f. Describe the nature of Respondent's business activities at the Site or within one-half mile of the Site.

Response:

USF Reddaway, Inc. has used a very small portion of the Site for the parking of its trailers and converter dollies since February 2005. No equipment is left at the Site overnight. A trailer and a converter dolly are only left at the Site while the tractor driver delivers a second trailer to a location within the city. The trailer and converter dolly typically remain at the Site for a maximum of six to eight hours. At the end of each day, the trailers and converter dolly are picked up and returned to USF Reddaway, Inc.'s terminal in Kent, Washington. USF Reddaway, Inc. has not conducted any other business activity at or within one-half mile of the Site.

g. In relation to your answer to the previous question, identify all materials used or created by your activities at the Site, including raw materials, commercial products, building debris, and other wastes.

Response:

USF Reddaway, Inc. has used a very small portion of the Site for the parking of its trailers and converter dollies since February 2005. No other materials were used or created by USF Reddaway, Inc.'s activities at the Site.

h. If Respondent, its parent corporation, subsidiaries or other related or associated companies have filed for bankruptcy, provide:

- i. the U.S. Bankruptcy Court in which the petition was filed;
- ii. the docket numbers of such petition;
- iii. the date the bankruptcy petition was filed;
- iv. whether the petition is under Chapter 7 (liquidation), Chapter 11 (reorganization), or other provision; and

- v. a brief description of the current status of the petition.

Response:

N/A.

2. Site Activities and Interests

a. Provide all documents in your possession regarding the ownership or environmental conditions of the Site, including, but not limited to, copies of deeds, sales contracts, leases, blueprints, "as-builts" and photographs. Environmental conditions of the Site includes information related to soil, sediment, water (ground and surface), and air quality, such as, but not limited to:

- i. Any spill, leak, release, or discharge of a hazardous substance, waste, or material at or near the Site;
- ii. Occurrences of violations, citations, deficiencies, and/or accidents concerning the Site;
- iii. Remediation or removal of contaminated soils, sediments, or other media at the Site; and
- iv. Investigations, inspections, sampling, and reports generated by Respondent and/or others regarding the Site and surrounding area.

Response:

A copy of the Lease Agreement is enclosed as Attachment 1. Also enclosed, as Attachment 2, is a letter from Spill Center, Inc., which conducted a records review and determined that no release incidents have been reported for the Site for the period from 1990-2005. Although Spill Center, Inc.'s letter refers to "USF Reddaway's 7318 4th Avenue South, Seattle, Washington location," USF Reddaway, Inc.'s operations at the Site began, on a strictly limited basis, as set forth above, in 2005. USF Reddaway, Inc. does not have any other documents responsive to this request.

b. Provide information on the condition of the Site when purchased or at the beginning of the relevant time period; describe the source, volume, and content of any fill material used during the construction of the buildings, including waterside structures such as seawalls, wharves, docks, or marine ways. Additionally, describe any subsequent improvements, alterations, demolitions, or additions to the physical structures or the Site itself.

Response:

The condition of the portion of the Site used by USF Reddaway, Inc., under the Lease Agreement and the Oral Agreement, is as it was at the beginning of its agreement with Boyer Logistics. USF Reddaway, Inc. has not made any improvements, alterations, demolitions or additions to the area used by USF

Reddaway, Inc. under the Lease Agreement or the Oral Agreement, and USF Reddaway, Inc. is not aware of any such actions taken by others with respect to this portion of the Site.

- c. Provide information on past dredging or future planned dredging at this Site.

Response:

USF Reddaway, Inc. is not aware of any past dredging or future planned dredging at the portion of the Site used by USF Reddaway, Inc.

- d. Provide a brief summary of the activities conducted at the Site while under Respondent's ownership or operation. Include process diagrams or flow charts of the industrial activities conducted at the Site.

Response:

USF Reddaway, Inc. has used a very small portion of the Site for the parking of its trailers and converter dollies since February 2005. No equipment is left at the Site overnight. A trailer and a converter dolly are only left at the Site while the tractor driver delivers a second trailer to a location within the city. The trailer and converter dolly typically remain at the Site for a maximum of six to eight hours. At the end of each day, the trailers and converter dolly are picked up and returned to USF Reddaway, Inc.'s terminal in Kent, Washington. USF Reddaway, Inc. has not conducted any other business activity at or within one-half mile of the Site.

- e. Provide all documents pertaining to sale, transfer, delivery, disposal, of any hazardous substances, scrap materials, and/or recyclable materials to this property.

Response:

USF Reddaway, Inc. has not engaged in the sale, transfer, delivery, disposal, of any hazardous substances, scrap materials, and/or recyclable materials to this Site. USF Reddaway, Inc. has acted as a carrier of freight in transit. The freight was held in US Department of Transportation-approved containers. USF Reddaway, Inc. does not have any documents responsive to this request.

- f. Provide all information on electrical equipment used at the Site, including transformers or other electrical equipment that may have contained polychlorinated biphenyls (PCBs).

Response:

USF Reddaway, Inc. has not used any electrical equipment at the Site.

- g. Provide information on the type(s) of oils or fluids used for lubrication of machinery or other industrial purposes, and any other chemicals or products which are or may contain hazardous substances which are or were used at the Site for facility operations.

Response:

As stated above, USF Reddaway, Inc.'s activity at the Site is limited to parking trailers and converter dollies at the portion of the Site that is subject to the Lease Agreement and Oral Agreement. The tractors that are used to transport the trailers to the Site, for temporary parking, have automotive fluids, but USF Reddaway, Inc. has not conducted automotive maintenance activities at the portion of the Site that is subject to the Lease Agreement and the Oral Agreement. USF Reddaway, Inc. is also not aware of any discharge of these automotive fluids at the portion of the Site that is subject to the Lease Agreement and the Oral Agreement.

h. Provide any site drainage descriptions, plans or maps that include information about storm drainage which includes, but is not limited to, above or below surface piping, ditches, catch basins, manholes, and treatment/detention or related structures including outfalls. If available, also include information about connections to sanitary sewer.

Response:

USF Reddaway, Inc. has no information regarding drainage descriptions, plans or maps for this Site.

i. With respect to past site activities, please provide copies of any stormwater or drainage studies, including data from sampling, conducted at the Site. Also provide copies of any Stormwater Pollution Prevention, Maintenance Plans, Spill Plans, and any stormwater, process water, or any other discharge permits that may have been developed or obtained for different operations during the Respondent's occupation of the property.

Response:

USF Reddaway, Inc. has no plans, studies, maps or site data responsive to this request.

3. Information About Others

a. Describe any business relationship you may have had regarding this property or operations thereon with the following entities:

i. Boyer Towing & Logistics

Response:

USF Reddaway, Inc. entered into the Lease Agreement for the use of six parking spots in the parking area at the Site. These six parking spots represent a very small portion of the Site. In addition to USF Reddaway, Inc., several other companies have used and continue to use the property for parking.

Prior to the Lease Agreement, USF Reddaway, Inc. had the Oral Agreement with Boyer Logistics for the use of a very small portion of the Site for the parking of USF Reddaway, Inc.'s trailers and converter dollies. This Oral Agreement began in February 2005. The Oral Agreement addressed the same portion of the Site that is addressed in the Lease Agreement.

b. Provide the names and last known address of any tenants or lessees, the dates of their tenancy and a brief description of the activities they conducted while operating on the above mentioned Site.

Response:

USF Reddaway, Inc. does not have any tenants or lessees with respect to the Site.

c. If not already provided, identify and provide a last known address or phone number for all persons, including Respondent's current and former employees or agents, other than attorneys, who have knowledge or information about the generation, use, purchase, storage, disposal, placement, or other handling of hazardous materials at, or transportation of hazardous materials to or from, the Site.

Response:

USF Reddaway, Inc. does not have any knowledge or information about the generation, use, purchase, storage, disposal, placement, or other handling of hazardous materials. With respect to its activities at the Site, USF Reddaway, Inc. has acted as a carrier of freight in transit. The freight was held in US Department of Transportation-approved containers. Questions related to USF Reddaway, Inc.'s transportation practices may be directed, through USF Reddaway Inc.'s counsel, to: Carl Hicks, USF Reddaway, Inc., VP Northern Division; and Greg Couper, USF Reddaway, Inc., Seattle Terminal Manager.

4. Financial Information

a. Provide true and complete copies of all federal income tax documents, including all supporting schedules, for 2004, 2005, 2006, 2007 and 2008. Provide the federal Tax Identification Number and, if documentation is not available, explain why in detail.

Response:

USF Reddaway, Inc. objects to this request as being overly broad and burdensome. Subject to that objection and without waiving same, the Federal Tax ID number for USF Reddaway, Inc. is: [REDACTED] The federal income tax documents, including all supporting schedules, for 2004 and part of 2005 were filed as part of a consolidated federal income tax return under USF Corporation & Subsidiaries. For part of 2005 and later, tax returns were filed as part of a consolidated federal income tax return under YRC Worldwide, Inc. and Subsidiaries. USF Corp. and YRC Worldwide, Inc. were and are publicly held corporations. For practical reasons related to the volume of documents that would

have to be transmitted to satisfy this request, and to expedite our response to this request, copies of income tax documents can be provided upon request, if necessary.

b. Provide the Respondent's financial interest in, control of, or that the Respondent is a beneficiary of any assets (in the U.S. or in another country) that have not been identified in your federal tax returns or other financial information to be presented to EPA. If there are such assets, please identify each asset by type of asset, estimated value, and location.

Response:

USF Reddaway, Inc. has no financial interest in, control of, or beneficiary of any assets (in the U.S. or another country) that have not been identified on our federal tax returns.

c. If Respondent is, or was at any time, a subsidiary of, otherwise owned or controlled by, or otherwise affiliated with another corporation or entity, then describe the full nature of each such corporate relationship, including but not limited to:

i. a general statement of the nature of relationship, indicating whether or not the affiliated entity had, or exercised, any degree of control over the daily operations or decision-making of the Respondent's business operations at the Site;

ii. the dates such relationship existed;

iii. the percentage of ownership of Respondent that is held by such other entity(ies);

iv. for each such affiliated entity provide the names and complete addresses of its parent, subsidiary, and otherwise affiliated entities, as well as the names and addresses of each such affiliated entity's officers, directors, partners, trustees, beneficiaries, and/or shareholders owning more than five percent of that affiliated entity's stock;

v. provide any and all insurance policies for such affiliated entity(ies) which may possibly cover the liabilities of the Respondent at the Site; and

vi. provide any and all corporate financial information of such affiliated entities, including but not limited to total revenue or total sales, net income, depreciation, total assets and total current assets, total liabilities and total current liabilities, net working capital (or net current assets), and net worth.

Response:

c. Prior to 2005, USF Reddaway, Inc. was a subsidiary of USF Corporation. Beginning in 2005, USF Reddaway, Inc. became a subsidiary of YRC Worldwide.

i. USF Corp. and YRC Worldwide exercised no control over the daily operations or decision making of USF Reddaway, Inc.'s operations at the Site.

ii. USF Reddaway began the relationship with USF Corp. on July 25, 1989 and began the relationship with YRC Worldwide on May 25, 2005.

iii. USF Corp. and YRC Worldwide held full ownership of USF Reddaway, Inc.

iv. YRC Worldwide, Inc., 10990 Roe Avenue, Overland Park, KS 66211
Bill Zollars, President & CEO
Timothy Wicks, Exec VP-Finance & CFO
Susan Waldron, VP-Corporate Communications
Mike Smid, President & CEO YRC North American Transportation
Greg Reid, Executive VP-Chief Marketing Officer
James Kissinger, Executive VP-Human Resources
John Garcia, Executive VP-Chief Sales Officer
Daniel Churay, Executive VP-GNL Council & Secretary
John Carr, President & COO

v. A copy of the insurance policy that is relevant to USF Reddaway, Inc.'s limited operations at the Site is enclosed as Attachment 3.

vi. All requested corporate financial information for YRCW and affiliates can be found at our website: www.YRCW.com.

5. Insurance Coverage

a. Provide copies of all property, casualty and/or liability insurance policies, and any other insurance contracts referencing the site or facility and/or Respondent's business operations (including, but not limited to, Comprehensive General Liability, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies). Include, without limitation, all primary, excess, and umbrella policies which could be applicable to costs of environmental investigation and/or cleanup, and include the years such policies were in effect.

Response:

A copy of the Certificate of Liability Insurance for USF Reddaway, Inc. that is relevant to USF Reddaway, Inc.'s limited operations at the Site is enclosed as Attachment 3.

b. If there are any such policies from question "5a" above which existed, but for which copies are not available, identify each such policy by providing as much of the following information as possible:

- i. the name and address of each insurer and of the insured;
- ii. the type of policy and policy numbers;
- iii. the per occurrence policy limits of each policy; and
- iv. the effective dates for each policy.

Response:

N/A.

c. Identify all insurance brokers or agents who placed insurance for the Respondent at any time during the period being investigated, as identified at the beginning of this request, and identify the time period during which such broker or agent acted in this regard.

Response:

With respect to the enclosed Certificate of Liability Insurance, the following companies participated in providing insurance coverage: Old Republic Insurance Company; and Federal Insurance Company, c/o Chubb Insurance Company.

d. Identify all communication and provide all documents that evidence, refer, or relate to claims made by or on behalf of the Respondent under any insurance policy in connection with the Site. Include any responses from the insurer with respect to any claims.

Response:

N/A. No claims have been made by or on behalf of USF Reddaway, Inc. in connection with the portion of the Site that is subject to the Lease Agreement or the Oral Agreement.

e. Identify any previous settlements with any insurer in connection with the Site, or for any claims for environmental liabilities during the time period under investigation. Include any policies surrendered or cancelled by the Respondent or insurer.

Response:

USF Reddaway, Inc. has not been a party to any previous settlements with any insurer in connection with the portion of the Site that is subject to the Lease Agreement or was subject to the Oral Agreement.

f. Identify any and all insurance, accounts paid or accounting files that identify Respondent's insurance policies.

Response:

USF Reddaway, Inc. objects to this request as being overly broad and burdensome. USF Reddaway, Inc. has provided a copy of the insurance policy that is relevant to USF Reddaway, Inc.'s operations at the portion of the Site that is subject to the Lease Agreement or was subject to the prior Oral Agreement.

- g. Identify Respondent's policy with respect to document retention.

Response:

USF Reddaway, Inc. has a three-year document retention period for hazardous material disposal issues and a two-year document retention period for hazardous material incident reports. USF Reddaway, Inc.'s responses indicate that the documents responsive to EPA's requests are limited to the three documents provided and attached herein.

6. Compliance with This Request

a. Describe all sources reviewed or consulted in responding to this request, including, but not limited to:

- i. the name and current job title of all individuals consulted;
- ii. the location where all documents reviewed are currently kept.

Response:

- i. Greg Couper, Seattle Terminal Manager, USF Reddaway, Inc.
Steve Shinnars, Manager – Safety, YRC Worldwide, Inc.
Renee Bartlow, Properties Coordinator, YRC Worldwide, Inc.
Matt Albin, Tax Analyst, YRC Worldwide, Inc.
Tom Solheim, Director of Safety, USF Reddaway, Inc.
Thomas Moses, President, Spill Center, Inc., 22 Kane Industrial Dr.,
Hudson, MA 01749
- ii. Location where all documents reviewed are currently kept:
YRC Worldwide, Inc.
10990 Roe Avenue
Overland Park, KS 66211

ATTACHMENT 1

* Document 2

April 23, 2008

Mr. Boyer
Boyer Logistics, Inc.
7318 4th Avenue South
Seattle, WA 98108

RE: Lease Agreement by and between Boyer Logistics, "Lessor", and USF Reddaway, Inc.,
"Lessee", for parking space situated at 7318 4th Avenue South, Seattle, WA 98108

Dear Mr. Boyer:

The purpose of this letter is to effectuate a lease agreement by and between the parties listed above:

1. The demised premises shall consist of 6 spots of parking area for parking tractors and/or trailers at the location in the caption and outlined on Exhibit "A", hereinafter referred to as the "Premises", subject to relocation of area from time to time as may be mutually acceptable to Lessor and Lessee. At all times, Lessee shall have unrestricted ingress and egress to the Premises.
2. This shall be a month-to-month tenancy, commencing April 1, 2008. Lessor or Lessee may terminate the lease by giving thirty (30) days prior written notice to the other party.
3. Lessee agrees to pay rental of \$450.00 per month for the Premises. If applicable, rental of Lessee's occupancy during any portion of any month of the term of this lease, or any renewal or extension thereof, shall be prorated based on the number of days occupied in relation to the number of days in that particular month. Rental for all other months shall be paid automatically to Lessor at the address in Section 8 on or before the first business day of each month.
4. Lessor and Lessee mutually agree to exonerate, protect, indemnify, and hold each other harmless from any and all losses, claims, suits, actions, judgments and costs, including attorney fees arising out of injury to or death of persons and/or damages to or destruction of property on or about the Premises attributable to the negligent acts or omissions of Lessor's or Lessee's respective agents, employees, licensees, or invitees, except as otherwise specifically provided for in this lease.
5. The rental provided herein shall include all real estate taxes, special assessments, and property insurance, which items shall be paid by Lessor.
6. Lessee will maintain a \$500,000 combined single limit public liability insurance policy naming Lessor as an added insured party. Lessee shall supply Lessor with a certificate evidencing such coverage upon request.
7. Lessee shall use and occupy the leased premises in accordance with and in compliance with all applicable governmental laws and ordinances. Lessor warrants and represents that there has been no disposal or storage on or about the Premises of any material classified as toxic or hazardous under applicable federal, state and local laws. Lessee assumes no responsibility for any past or present environmental contamination which may have occurred to the Premises. In the event that Lessee's use of the Premises results in property contamination by any material classified as toxic or hazardous under applicable federal, state and local laws, Lessee shall bear the cost of remediating the property to acceptable conditions under such laws.

8. For the purposes of rent and exchanging any notices between the parties pursuant to the provisions hereof, the addresses of Lessor and Lessee are as follows:

Lessor (for rent): Boyer Logistics, Inc.
7318 4th Avenue South
Seattle, WA 98108
Attn.: Pat Boyer

Lessee (for notices): USF Reddaway, Inc.
c/o YRC North American Transportation
1077 Gorge Boulevard
Akron, OH 44310
Attn.: Properties (A28)
Fax: (330) 258-2597

This Lease Agreement constitutes the entire agreement with respect to the Premises between Lessor and Lessee and there are no other agreements or understandings between them, except as herein specifically set forth. Trusting that this meets with your approval, please sign and date the enclosed copy of this letter to indicate your acceptance and agreement with the above terms and conditions and return one (1) copy to me for our files. Should you have any questions, please contact James P. Bauer at (330) 384-2317.

Very truly yours,

YRC North American Transportation
for USF Reddaway, Inc.

By: Lon C. Marino
Lon C. Marino
Its: Senior Manager - Real Estate

Acknowledged and agreed to this 30th day
of April, 2008.

Boyer Logistics, Inc.

By: [Signature]
Name: V.P.
Its:

cc: Greg Couper

ATTACHMENT 2



TM
For responsive, effective
management of transportation-related
hazardous material releases.

22 Kane Industrial Drive
Hudson, Massachusetts 01749
Telephone: (978) 568-1922
Fax: (978) 568-1945
E-Mail: spillcenter@spillcenter.com

September 23, 2009

Ms. Susan Camara
YRCW, Inc.
10990 Roe Avenue, MS A605
Overland, KS 66211

RE: Releases at 7318 4th Avenue South, Seattle, WA

Dear Ms. Camara,

We have completed a thorough records review and have determined that no release incidents were reported for USF Reddaway's 7318 4th Avenue South, Seattle, Washington location for the period 1990-2005.

Again, no release reports are associated with the USF Reddaway facility at 7318 4th Avenue South, Seattle, Washington.

Please contact me at (978) 568-1922 extension 222 if you need any additional information or assistance. Thank you.

Sincerely,

Thomas Moses
President
Spill Center, Inc.

ATTACHMENT 3

* Document 1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

03/01/2008

DATE (MM/DD/YY)

03/07/2007

PRODUCER
 LOCKTON COMPANIES, LLC-1 KANSAS CITY
 444 W. 47th Street, Suite 900
 Kansas City Mo 64112-1906
 (816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 1052843
 USF REDDAWAY, INC.
 16277 SE 130TH AVENUE
 CLACKAMAS OR 97015

INSURER A: OLD REPUBLIC INS. CO. -NAIC #24147

INSURER B: FEDERAL INSURANCE CO. **

INSURER C: ** C/O CHUBB INSURANCE GROUP

INSURER D:

INSURER E:

COVERAGES RE

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MWML18562	03/01/2007	03/01/2008	EACH OCCURRENCE \$ 6,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 6,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MWML18562	03/01/2007	03/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 6,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWC10889403	03/01/2007	03/01/2008	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER CARGO LIABILITY	656 8866	03/01/2007	03/01/2008	\$5,000,000 PER OCCURRENCE.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

2803144

FOR INFORMATION PURPOSES ONLY

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

